

**Certificate of Notice Page 1 of 3**  
 United States Bankruptcy Court  
 Eastern District of Pennsylvania

In re:  
 Evelyn J. Harvey  
 Debtor

Case No. 16-11707-amc  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: John  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 7

Date Rcvd: Oct 31, 2016

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 02, 2016.

db	+Evelyn J. Harvey, 6125 N. Franklin Street, Philadelphia, PA 19120-1328
aty	+LEVI WILKES, Robertson, Anschutz & Schneid, P.L., 6409 Congress Ave. Suite 100, Boca Raton, FL 33487-2853
13725094	+MidFirst Bank, 999 NorthWest Grand Boulevard, Oklahoma City, OK 73118-6051
13705537	+MidFirst Bank, c/o ANDREW F GORNALL, KML Law Group, P.C., 701 Market Street, Suite 5000, Philadelphia, PA 19106-1541

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg	E-mail/Text: bankruptcy@phila.gov Nov 01 2016 02:42:47 City of Philadelphia, City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor, Philadelphia, PA 19102-1595
smg	E-mail/Text: RVSVCBICNOTICE1@state.pa.us Nov 01 2016 02:42:27 Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946
smg	+E-mail/Text: usapae.bankruptcynotices@usdoj.gov Nov 01 2016 02:42:40 U.S. Attorney Office, c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404
	TOTAL: 3

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Nov 02, 2016

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 31, 2016 at the address(es) listed below:

ANDREW F GORNALL	on behalf of Creditor	MidFirst Bank agornall@kmlawgroup.com, bkgroup@kmlawgroup.com
JOSEPH JASPER SWARTZ	on behalf of Creditor	PA Dept of Revenue RA-occbankruptcy2@state.pa.us, RA-occbankruptcy6@state.pa.us
JOSHUA ISAAC GOLDMAN	on behalf of Creditor	MidFirst Bank bkgroup@kmlawgroup.com, bkgroup@kmlawgroup.com
PETER J. ASHCROFT	on behalf of Creditor	OCWEN LOAN SERVICING, LLC, AS SERVICER FOR THE BANK OF NEW YORK MELLON pashcroft@bernsteinlaw.com, pghecf@bernsteinlaw.com/pashcroft@ecf.courtdrive.com;ckutch@ecf.courtdrive.com;cabbott@ecf.courtdrive.com
United States Trustee		USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER		ecfemails@phl3trustee.com, philaecf@gmail.com
ZACHARY PERLICK	on behalf of Debtor Evelyn J. Harvey	Perlick@verizon.net, pireland1@verizon.net

TOTAL: 7

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Evelyn J. Harvey	<u>Debtor</u>	CHAPTER 13
MidFirst Bank	<u>Movant</u>	
vs.		NO. 16-11707 AMC
Evelyn J. Harvey	<u>Debtor</u>	
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on Debtor's residence is **\$2,977.05**, which breaks down as follows;

Post-Petition Payments:	June 2016 through October 2016 at \$375.21 each
Late Charges:	June 16, 2016 through October 2016 at \$15.00 each
Post-Petition BK Fees/Costs:	\$1,026.00 (\$850.00 MFR Fee; \$176.00 MFR Filing Cost)
<b>Total Post-Petition Arrears</b>	<b>\$2,977.05</b>

2. Debtor shall cure said arrearages in the following manner;

a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$2,977.05** along with the pre-petition arrears;

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$2,977.05** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim;

d). Maintenance of monthly mortgage payments that are subject to change under the Note to the Movant thereafter to the following address:

MidFirst Bank  
999 NorthWest Grand Boulevard  
Oklahoma City, OK 73118

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order7 granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

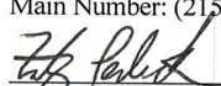
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 10, 2016


/s/ Joshua I. Goldman, Esquire

Joshua I. Goldman, Esquire  
Attorneys for Movant  
KML Law Group, P.C.  
Main Number: (215) 627-1322

Date: 10-25-16

  
Zachary Perlick, Esq.  
Attorney for Debtor

Approved by the Court this 31st day of October, 2016. However, the court retains discretion regarding entry of any further order.

  
\_\_\_\_\_  
Bankruptcy Judge  
Ashely M. Chan